

DRAINAGE AGREEMENT
between the
DELAWARE SOLID WASTE AUTHORITY
and
NEW CASTLE COUNTY
CONTRACT DSWA-15

REC Y109 REC 292

5980

This Agreement made this *9th* day of *April*, A.D., 1980, by and between the Delaware Solid Waste Authority, a body corporate and politic of the State of Delaware, party of the first part, hereinafter referred to as the AUTHORITY, and New Castle County, a body politic of the State of Delaware, party of the second part, hereinafter referred to as the COUNTY.

WHEREAS, the AUTHORITY desires to construct the Delaware Reclamation Project located at Pigeon Point, Delaware, on a tract of land adjacent to the current New Castle County landfill (hereinafter called the Facility) located in New Castle Hundred, New Castle County, Delaware; and

WHEREAS, the COUNTY desires that all facilities and developments in New Castle County be designed and constructed so as to conform with the New Castle County Surface and Groundwater Drainage Codes; and

WHEREAS, the AUTHORITY desires to cooperate reasonably with the COUNTY in the design and construction of the Facility and particularly with respect to surface and groundwater drainage;

and

WHEREAS, in conjunction with the Facility a pond will be excavated to approximate elevation -5 feet in the northwest corner of the site as a fire protection facility.

NOW, THEREFORE, IT IS AGREED, by and between the parties hereto, in consideration of the mutual promises and benefits contained herein that:

1. The AUTHORITY at its expense shall:
 - a. Provide to the COUNTY all necessary surveys, plans, profiles, cross sections and easement drawings required for sediment and erosion control, for drainage and for lines and grades submissions. The designs and plans shall conform to the requirements of the COUNTY Department of Public Works and shall become a part of this Agreement.
 - b. Collect onsite runoff and dispose of it to the point of discharge into the common natural watercourse of the drainage area, or to such other point approved by the Department of Public Works.
 - c. Provide retention basins as required by the Department of Public Works.
 - d. Provide adequate improvements for offsite run-on through the Facility which improvements shall be designed to accommodate a fully developed up-stream basin.
 - e. Grade the Facility only in accordance with the approved grade plans or approved revisions thereto.

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- f. Be responsible for control of erosion and sediment deposition of the Facility and offsite drainage systems during the course of construction. The AUTHORITY shall construct erosion control improvements as reasonably required by the Director of Public Works.
 - g. Permit COUNTY Inspectors free access to all parts of the Facility.
 - h. Maintain the drainage ways on the Facility and such offsite drainage as the approved plans require it to provide or improve, so as to control and limit flooding, erosion and silting of property within and adjacent to the Facility until the systems are accepted by the COUNTY.
 - i. Comply with the established engineering practices in construction of the fire pond.
2. The AUTHORITY shall hold the COUNTY harmless and indemnify the COUNTY for any and all claims arising out of the actions of the AUTHORITY pursuant to this Agreement, and in particular, arising out of, or the result of, construction of the fire pond.
3. The COUNTY shall:
 - a. Check and review required plans and submissions as such documents relate to the COUNTY Drainage Code and Design Criteria. The COUNTY shall make available all information it deems necessary to design an integrated drainage system.

- b. Acquire all necessary easements for offsite common natural watercourse improvements.
 - c. Assign such Inspectors as necessary to assure that the grading and drainage work conforms to the approved plans and specifications.
 - d. Assume the responsibility for maintaining an open and free flowing condition in all minor streams, communal watercourse and drainage systems when the improvements have been completed by the AUTHORITY in accordance with approved plans and specifications. Excluded from this provision is the maintenance of closed drainage systems conveying surface drainage to, along, or from streets dedicated for public use. Also excluded is the maintenance of drainage systems within the rights-of-way of private roads.
4. The AUTHORITY shall exercise all reasonable efforts to enforce the provisions of ARTICLE XVI, paragraph B(2), of its agreement with Raytheon Service Company, dated August 10, 1978, which requires Raytheon Service Company to maintain the following insurance as reasonably available in an adequate amount for all activities and operations performed with respect to the Facility by it, any subcontractors, or anyone employed directly or indirectly by either of them:
- a. Bodily Injury;
 - b. Property Damage;
 - c. With regard to any demolition, excavation, tunneling or shoring, in addition, so called "XCU" (Excavation,

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Collapse, Underground Utilities & Foundation coverage) shall be required.

The AUTHORITY shall promptly notify the COUNTY of receipt of any notification of change of insurance coverage. The AUTHORITY shall also provide to the COUNTY copies of all insurance certificates pertaining to the insurance coverage set forth in this paragraph.

5. This Agreement shall be binding upon the respective parties to it and their successors and assigns.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement on the day and year aforesaid.

DELAWARE SOLID WASTE AUTHORITY

J.C. Vazuki
H. C. Vazuki, General Manager
Per Board Resolution dated:
September 13, 1980

[Signature]
Witness

Recommended Approval By:

Albert P. Malon
Director of Public Works

NEW CASTLE COUNTY

[Signature]
County Executive, New Castle County

[Signature]
Witness
4-9-80

STATE OF DELAWARE)

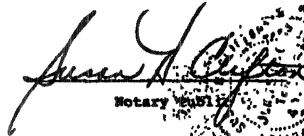
SS.

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COUNTY OF NEW CASTLE)

BE IT REMEMBERED, that on this 9th day of April,
in the year of Our Lord, one thousand nine hundred and eighty,
personally came before me, the Subscriber, a Notary Public for
the State of Delaware, Mary D. Jornlin, County Executive of New
Castle County, party to this Instrument of Writing, known to me
personally to be such, and acknowledged this Instrument of Writing
to be her act and deed and the act and deed of said New Castle
County, a political subdivision of the State of Delaware; that
the signature of the County Executive is in her own proper handwriting;
that the seal affixed is the seal of New Castle County; and that
her act of signing, sealing, executing, acknowledging and delivering
said Instrument of Writing was duly authorized.

GIVEN under my hand and seal of office the day and year
aforesaid.


Notary Public

STATE OF DELAWARE)

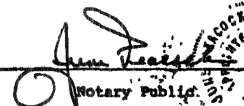
SS.


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COUNTY OF KENT)

BE IT REMEMBERED, that on this 19th day of September,
 in the year of Our Lord, one thousand nine hundred and eighty,
 personally came before me, the Subscriber, a Notary Public for
 the State of Delaware, County of Kent, N. C. Vasuki, General
 Manager of the Delaware Solid Waste Authority, a party to this
 Instrument of Writing, known to me to be such, and acknowledged
 this Instrument of Writing to be his act and deed and the act and
 deed of said organization; that the signature of the General
 Manager is in his own proper handwriting; that the act of sealing,
 executing, acknowledging, and delivering said Instrument of
 Writing was duly authorized by resolution of the Board of Directors
 of said Organization.

GIVEN under my hand and seal of office the day and year
 aforesaid.


 Notary Public



CNA Insurance

AMENDED
CERTIFICATE OF INSURANCE

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The Policy identified below by a policy number is in force on the date of this Certificate of Insurance. Insurance is afforded only with respect to those coverages for which a specific limit of liability has been entered and is subject to all the terms of the Policy having reference thereto including but not limited to General Excess Third Party Liability Insurance a provision requiring the maintenance of underlying insurance or self insurance. This Certificate of Insurance neither affirmatively nor negatively amends, supplements or alters the coverage afforded under any policy identified herein.

In the event of cancellation of the Policy the Company issuing said Policy will make all reasonable effort to send notice of cancellation to the Certificate Holder at the address shown herein within thirty days of the date of cancellation. The Certificate Holder shall not be liable for any loss or damage sustained by the Certificate Holder as a result of such cancellation or change.

NAME AND ADDRESS OF INSURED
Raytheon Service Company
2 Wayside Road
Burlington, N.H. 01003
NAME AND ADDRESS OF CERTIFICATE HOLDER

New Castle County
Department of Public Works
2701 Capital Trail
Newark, Delaware 19711

Attn: Mr. Albert Medora

DATE OF CERTIFICATE ISSUANCE:

3/5/80
[Signature]
Authorized Representative

Reference:
Delaware Reclamation Project

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE INSURED

TYPE OF INSURANCE IS DESIGNATED BELOW	COVERAGES	LIMITS OF LIABILITY		
		EACH PERSON	EACH OCCURRENCE	AGGREGATE
<input type="checkbox"/> Comprehensive Automobile Liability	Bodily Injury Liability	\$	\$	\$
<input type="checkbox"/> Basic Automobile Liability	Property Damage Liability	\$	\$	\$
	Bodily Injury and Property Damage Liability Combined	\$	\$	\$
<input type="checkbox"/> Uninsured Motorists	Uninsured Motorists	\$	\$	\$
<input checked="" type="checkbox"/> Comprehensive General Liability	Bodily Injury Liability	\$	\$	\$
<input type="checkbox"/> Owners', Landlords' and Tenants' Liability	Property Damage Liability	\$	\$	\$
<input type="checkbox"/> Including Contractual Liability and				
MCU Coverage				
<input type="checkbox"/> Manufacturers' and Contractors' Liability	Bodily Injury and Property Damage Liability Combined	\$5,000,000	\$5,000,000	\$5,000,000
<input type="checkbox"/> Owners' and Contractors' Protective Liability	Bodily Injury Liability	\$	\$	\$
<input type="checkbox"/> Broadcasters' Malpractice Liability	Property Damage Liability	\$	\$	\$
<input type="checkbox"/>				
<input type="checkbox"/> Workers' Compensation	A. Sickness B. Bodily Injury C. Death D. Location			
<input type="checkbox"/> Employers' Liability				
<input type="checkbox"/> Umbrella Excess Third Party Liability	The Excess Insured's Limit of Liability is (Complete one) (a) \$_____ in excess of a Retained Limit (b) Up to \$_____ in excess of a Retained Limit and in excess of various underlying Insured's Limit of Liability			

Complete below, by designating company by number in the box and entering policy number and expiration date in the sections corresponding to the type of insurance indicated above.

<input type="checkbox"/>	<input checked="" type="checkbox"/> CCP-8548973	<input type="checkbox"/>	Policy Number
	<input checked="" type="checkbox"/> April 1, 1981		Expiration Date
New Castle County is an additional insured under this policy as respects			
<input type="checkbox"/> the above-referenced contract.			

- | | | |
|---|--|---|
| <input type="checkbox"/> Continental Casualty Company | <input type="checkbox"/> National Fire Insurance Company of Hartford | <input type="checkbox"/> American Country Company of Reading, Pa. |
| <input type="checkbox"/> Transportation Insurance Company | <input type="checkbox"/> Transcontinental Insurance Company | <input type="checkbox"/> Valley Forge Insurance Company |

9-82845-J

REC'D FOR RECORD APR 15 1980 160 J. DUGAN, J. Medora

[Signature]